

THOMAS CROWN.

FEBRUARY 29, 1840.

Laid on the table.

Mr. HILL, of North Carolina, from the Committee of Claims, made the following

REPORT:

*The Committee of Claims, to whom was referred the petition of Thomas Crown, report :*

That they have had the same under consideration, and, after reviewing former reports, and having carefully examined the argument of the petitioner's counsel, advocating the validity (and execution on the part of the petitioner) of the contract entered into between him and the agent of the Government, the committee have been unable to discover any thing calculated to change the character of the claim, or justify them in departing from the decisions of former committees ; and as there is no additional evidence now offered in support of the claim, the committee are of opinion that it should be rejected. It has frequently been before the House, and unfavorable reports made thereon at the following periods, to wit :

March 31, 1830.	See Manuscript Reports, vol. 7, page 345.
January 30, 1832.	" " " " 8, " 226.
June 28, 1834.	" " " " 10, " 148.
June 27, 1838.	" " " " 12, " 426.

In these several reports the committee concur, and adopt the report of March 31, 1830, hereunto annexed, as a part of this report.

MARCH 31, 1830.

*The Committee of Claims, to whom was referred the petition of Thomas Crown, report :*

That the petitioner, on the 16th day of March, 1826, entered into a contract with George Blaney, a captain in the United States corps of engineers, to furnish three millions of bricks, for the construction of a fortification on Oak island, near the mouth of Cape Fear river, in the State of North Carolina ; which bricks were to be delivered at the United States wharf, on said island, one-third before the first day of October, one-third before the first day of November, and the other third before the first day of December then next.

The petitioner says that he entered on a fulfilment of his contract, and prepared his brick-yard, and obtained laborers at a great expense ; and,

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by the 10th day of July, had ready for delivery from 400,000 to 450,000 bricks, which he tendered to the said Blaney, in compliance with his contract: that, to his surprise and disappointment, said Blaney refused to receive said bricks, on the alleged ground of some informality in the contract: that although he, the petitioner, offered to correct any informality that might be in the contract, said Blaney persisted in refusing to receive said bricks, whereby the bricks were thrown on his hands; and he was compelled to sell out his bricks and establishment, at a great sacrifice.

He asks indemnity for his losses of the United States, by this violation of his contract on the part of Captain Blaney, their agent.

The petitioner, under his contract, on the 28th day of June delivered 5,000 bricks, for which he was paid.

It appears from the report from the Engineer Department, that a copy of the contract was, by Captain Blaney, submitted to the department for examination, which was not approved because it did not contain any penalty for a breach of it, nor any bond given for its execution.

The letter from the department to Captain Blaney, giving him notice of the rejection or objections to the contract, is dated the 26th July, 1826. On the 9th of August following, Captain Blaney wrote to the department that the petitioner was unable to comply with his contract, and had given it up; that he had not the means to employ hands sufficient to make the quantity he had contracted to; that what he had made were not good; that, when the contract was entered into, it was with the express understanding he was to procure good security; and that, until that was done, the contract was not to be considered binding; and that time had been given him to procure his bond, and that he had failed to do it.

The petitioner produces three depositions, in one of which Alfred Emerson deposes that he was clerk to the petitioner, and had charge of his hands in preparing yards and making brick; that accommodations were made ready for the workmen, wood procured, &c., and about 400,000 bricks were made ready for delivery; and that Captain Blaney would not receive them, alleging some defect in the contract. The petitioner, being in want of money, was obliged to sell, at a great loss, to Samuel Potter, and that Potter afterwards sold the same bricks to Blaney. That, previous to the sale of the bricks, Potter and Blaney came to the brick-yard, and Potter told the petitioner, if he would not receive him as a partner, he would call the negroes and put him across the creek; but he resisting, created a disturbance.

James H. Henry's deposition is the same in substance, and, though it be not signed, by a certificate on the back it appears to be sworn to.

David Hepburn testifies that he was employed by Captain Blaney, as a bricklayer, in building the fortifications on Oak island; laid brick which he found there, which, he was informed, were made by the petitioner, about the size made in Washington.

The petitioner did not produce the contract, and the committee could not decide whether it was broken or not, without knowing precisely the terms of it. One of the members, in behalf of the committee, addressed a letter to Captain Blaney, requesting him to furnish them the contract; and also propounded to him certain questions, especially the date of the delivering up the contract by Crown, as his witnesses and papers were indefinite on that subject. Captain Blaney has furnished the contract,

accompanied with a letter of explanation, in answer to the questions propounded to him.

Captain Blaney denies that the petitioner ever offered to deliver bricks which he refused to receive : that the bricks were at the yard, where he could not, under the contract, receive them, as they were to be delivered on the island : that the petitioner had used the brick-yard of Potter, and owed him for the use of the same and for supplies ; and that Potter refused to let Crown remove the bricks till he was paid : that he could not advance the petitioner any funds, especially as he had not furnished the bond he had promised to do : that the petitioner, being thus embarrassed, was obliged to give up his contract, which he voluntarily did because he could not fulfil it ; and that this was done on the 1st day of August, four or five days before he received the letter from the department objecting to the contract, which letter was received on the 5th of August : that the petitioner endeavored to sell his bricks to John H. Holmes, but was prevented by Potter's refusal to let the bricks be removed ; and that afterward he sold to Potter ; and that he, (Captain Blaney,) at the request of the petitioner, agreed to take all the bricks that were fit of Mr. Potter, at a certain price, to enable him and Potter to close their bargain ; and that the petitioner urged Blaney to give even a higher price, as he would get better terms of Potter. Captain Blaney also furnishes the affidavit of John H. Holmes, which corroborates his statement, as far as Holmes was concerned. He also produces Mr. Potter's statement ; but that not being under oath, and he not an officer of the Government, the committee take no further notice of it.

The committee, confiding in the statement of Captain Blaney, which appears to be corroborated by dates and circumstances, and not directly contradicted by the petitioner's witnesses, farther than can be accounted for from their misunderstanding the facts, are of opinion that there has been no breach of the contract on the part of the agents of the Government ; that it was voluntarily surrendered by the petitioner, and without any improper influence on the part of the agent to induce him to do so ; and that this surrender was for his relief, and was permitted for his benefit ; and that the United States has most reason to complain that its surrender was accepted.

